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Division of Law
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FILED

APR 20 2010

Division of Consumer Affairs

By: Cathleen O'Donnell
Deputy Attorney General
(973) 648-4584

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

Administrative Action

L'AVENIR, LLC

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), have been or are being committed by L'Avenir, LLC, as well as its owners, officers, directors, managers, employees, representatives, agents, subsidiaries, successors and assigns (collectively, "Respondent" or "L'Avenir") (hereinafter referred to as the "Investigation");

WHEREAS Respondent, a limited liability corporation with a main business address in the State of New Jersey ("State" or "New Jersey") of 1275 Bloomfield Avenue, Bldg. 9, Unit 85, Fairfield, New Jersey 07004 is engaged in the business of offering for sale and selling via the internet or telephone order various skin care products, including Cellutone, UltraSmoothe, Dr. Acai and Returnol;

WHEREAS the Division alleges, among other things, that Respondent enrolled consumers in a monthly auto-ship program without their authorization; advertised that a trial was a “risk free trial” or a “free trial” when such was not the case; failed to adequately disclose all material terms and conditions of its offers, including that it would lead to an auto-ship program without further action on the consumer’s part; failed to provide consumers with the means to obtain a refund or to cancel an order; and failed to provide a refund, although the ordered product was returned during the “free trial period”;

WHEREAS the Respondent denies that it has committed any violations of the CFA and the Advertising Regulations; and

WHEREAS the Division and Respondent (collectively, the “Parties”) having reached an amicable agreement resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondent having voluntarily cooperated with the Investigation and consented to the entry of the within order (hereinafter “Consent Order”) without having admitted any fact or violation of law, and for good cause shown:

IT IS ORDERED and **AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Advertise” shall mean any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing inset, bill board, circular, mailer, package insert, package label, product instructions, electronic mail, website, homepage, television, cable television, radio, commercial or any other medium. For purposes of the Advertising Regulations, “Advertise” shall be defined in accordance with N.J.A.C. 13:45A-9.1.

2.2 “Affiliates” shall refer to Persons who Advertise, promote, offer for Sale and/or sell L’Avenir Products by or on behalf of Respondent.

2.3 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.4 “Auto-Ship Program” shall refer to Respondent’s enrollment of Consumers in an automatic delivery program whereby Consumers automatically receive and are charged for, on a monthly basis, an additional order of the L’Avenir Product the Consumer initially ordered, until such time as the Consumer cancels the enrollment.

2.5 “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location and audibility, as reasonably compared to the other information with which it is presented, that it is reasonably apparent and understandable and in language and terms used in accordance with their common or ordinary usage and meaning. If such statement modifies, explains or clarifies other information with which it is presented, it must reasonably be presented in proximity to the information it modifies, explains or clarifies and in a reasonable manner that is readily apparent and

understandable.

2.6 “Consumer” shall refer to any Person who is offered Merchandise for Sale.

2.7 “Include” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

2.8 “L’Avenir Products” shall refer to all products Advertised and offered for Sale on the L’Avenir Website Including, Cellutone, UltraSmooth, Dr. Acai, and Returnol.

2.9 “L’Avenir Website” means the websites located at www.dracaiskincare.com, www.marenick.com; www.cellutone.com; www.dermasol.com; www.buydermasol.com and any other website maintained by or on behalf of Respondent, Including websites maintained by Affiliates which offer L’Avenir Products for Sale.

2.10 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and shall Include L’Avenir Products.

2.11 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.12 “Represent” shall mean to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed.

2.13 “Restitution” shall refer to all methods undertaken by Respondent to resolve Consumer complaints Including, the issuance of credits or refunds or the reversal or credit card or debit card charges

2.14 “Risk Free Trial” shall refer to Respondent’s offer to sell a L’Avenir Product to Consumers for a “Risk Free Trial” period or a “free trial” period for only the cost of shipping. However, the Consumer is required to take affirmative action to cancel the order during such trial

period or else will incur the full charge for the trial L'Avenir Product and be enrolled in an Auto-Ship Program.

2.15 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(c).

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of its business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA and the Advertising Regulations.

3.2 Respondent shall not Advertise or Represent that a L'Avenir Product is offered without any obligation on the part of a Consumer other than shipping and handling when additional charges will be assessed pursuant to the offer unless the Consumer takes affirmative action to cancel the offer.

3.3 Respondent shall not Advertise that an offer is a "Risk Free Trial," "free trial," "free," "free sample," "no obligation" or other words of similar meaning without Clearly and Conspicuously disclosing in close proximity to such words all material terms and conditions of the offer.

3.4 Respondent must make the disclosure referenced in Section 3.3 prior to obtaining the Consumer's express authorization to bill or charge the Consumer and the Consumer incurs a financial obligation.

3.5 Respondent shall verify and obtain a Consumer's affirmative consent to a Risk Free Trial, Auto-Ship Program, or other sales offer by having them affirmatively click an "I Agree" or "Submit and Confirm" link on the L'Avenir Website, agreeing to the terms and conditions of the offer, without the use of pre-checked boxes.

3.6 Respondent shall send an order confirmation communication to Consumers disclosing the material terms and conditions of any Risk Free Trial, Auto-Ship Program or other sales offer, Including when and how the Consumer can cancel without being charged and exactly how much they will be charged after the trial period.

3.7 Respondent shall not Advertise or Represent that Consumers will be able to easily cancel an order before they will be assessed additional charges, unless Respondent allows Consumers to make cancellation requests: (a) by calling a dedicated customer service telephone number Clearly and Conspicuously set forth on the L'Avenir Website which permits Consumers to leave a voicemail message; (b) through the L'Avenir Website; (c) through an email address Clearly and Conspicuously set forth on the L'Avenir Website; or (d) by sending written notice to a physical address which is Clearly and Conspicuously set forth on the L'Avenir Website.

3.8 Respondent shall process all cancellation requests within twenty-four (24) hours of receipt thereof.

3.9 Respondent shall Clearly and Conspicuously disclose to Consumers on the L'Avenir Website and during a telephone order how and when L'Avenir Products may be returned. Such disclosures must include:

- a. whether there is a specific method by which an order must be returned e.g., regular mail, certified mail or recognized overnight courier; and
- b. whether the Consumer will incur any financial expense, such as postage, shipping or restocking fees if the Consumer returns the L'Avenir Product; and
- c. whether the Consumer must cancel and/or return the L'Avenir Product within a specific time.

3.10 Respondent shall maintain adequate customer service capacity to facilitate cancellation requests that comply with the cancellation procedures set forth in Section 3.8.

3.11 Respondent shall allow Consumers to cancel an order before the L'Avenir Product has been shipped.

3.12 Respondent shall terminate the enrollment of any and all Consumers who are enrolled in an Auto-Ship Program if and when they communicate that the Consumer wants to terminate their participation.

3.13 Respondent shall include in all deliveries of L'Avenir Products, a document that contains all terms and conditions of the applicable offer, the specific steps the Consumer must take to cancel the offer, including a telephone number, physical address or email address where a notice to cancel may be directed, and the amount of time the Consumer has to submit such notice to the Respondent. The disclosure document required must be a separate, stand-alone document which does not contain any sales or promotional material and shall be Clearly and Conspicuously placed within the shipment as to be unavoidable.

3.14 Respondent shall not Represent through, among other means, billings, credit card charges or checking account debits that a Consumer purchased or agreed to purchase a L'Avenir Product, or otherwise agreed to a particular transaction, unless the Consumer has affirmatively consented to such purchase or transaction.

3.15 Respondent shall not charge a Consumer's credit card, debit card or any other financial account (either directly or through a third party) for any L'Avenir Product, subsequent to a Consumer's initial order of the L'Avenir Product on a trial basis, until the trial period has expired and an additional ten (10) days has passed to allow the Consumer to return any unused trial product.

to Respondent and cancel any future shipments of the L'Avenir Product.

3.16 Respondent shall not charge a Consumer's credit card, debit card or any other financial account (either directly or through a third party) for any L'Avenir Product pursuant to an Auto-Ship Program, until thirty (30) days after a Consumer is charged for the initial order pursuant to Section 3.15 above. There must be a minimum of thirty (30) days between billing for each subsequent shipment pursuant to an Auto-Ship Program.

3.17 Respondent shall respond to Consumers who leave telephone messages or send emails to its customer care or customer service department within twenty-four (24) hours from the time the consumer's message was left or email received.

4. ADDITIONAL CONSUMER COMPLAINTS

4.1 For a period of one (1) year from the Effective Date, the Division shall forward to Respondent copies of any Additional Consumer complaints received by the Division or forwarded to the Division, among other things, by any CALA office. The Division shall forward to Respondent the Additional Consumer complaints within thirty (30) days of the Division's receipt thereof.

4.2 During this one (1) year period, the Division shall notify each Additional Consumer in writing, with a copy to Respondent's designated representative, of the following: (a) that the Additional Consumer's complaint has been forwarded to Respondent; (b) that he/she should expect a response from Respondent within thirty (30) days; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Respondent disputes the Additional Consumer's complaint and/or requested relief.

4.3 Within thirty (30) days of receiving the Additional Consumer's complaint from the Division, Respondent shall send a written response to each Additional Consumer, with a copy to the following: New Jersey Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, Post Office Box 45025, Newark, New Jersey 07101.

4.4 If Respondent does not dispute the Additional Consumer's complaint and requested relief, Respondent's written response shall so inform the Additional Consumer. Respondent shall contemporaneously provide the requested relief to such Additional Consumer. Where Restitution concerns the reversal of credit or debit card charges, Respondent shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made by a check payable to the Additional Consumer.

4.5 If Respondent disputes the Additional Consumer's complaint and/or the requested relief, Respondent's written response shall include copies of all documents concerning Respondent's dispute of the Additional Consumer's complaint.

4.6 Within forty-five (45) days of Respondent's receipt of the Additional Consumer's complaint, Respondent shall notify the Division as to whether such Additional Consumer's complaint has been resolved. Such notification shall include the following:

- (a) The name and address of the Additional Consumer;
- (b) Whether or not the Additional Consumer's complaint has been resolved;
- (c) An identification of any Restitution provided to the Additional Consumer;
- (d) Copies of all documents evidencing any Restitution;

- (e) In the event Respondent's written response was returned as undeliverable, the efforts Respondent had undertaken to locate the Additional Consumer; and
- (f) Confirmation that Respondent sent all mailings to the Additional Consumer as required by this Section.

Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this Consent Order.

4.7 If within sixty (60) days of Respondent's receipt of the Additional Consumer's complaint: (a) Respondent has not notified the Division that the Additional Consumer's complaint has been resolved; (b) Respondent has notified the Division that the Additional Consumer's complaint has not been resolved; or (c) Respondent has notified the Division that the Additional Consumer refuses Respondent's offer of Restitution, the Division shall forward such Additional Consumer's complaint to the ADR Unit to reach a resolution of the complaint through binding arbitration. Respondent agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify in writing both the Additional Consumer and Respondent's designated representative of the referral of the Additional Consumer's complaint to the ADR Unit. Thereafter, upon the consent of the Additional Consumer, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached).

4.8 If Respondent refuses to participate in the ADR program, the arbitrator may enter a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

4.9 Defendant's failure or refusal to comply with the requirements of Sections 4.3 through 4.6 and/or participate in the arbitration process or pay an arbitration award timely shall constitute a violation of this Consent Order. Under these circumstances, the Division may unilaterally discontinue the Additional Consumer complaint resolution process upon notice to Respondent.

4.10 If an Additional Consumer fails or refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

4.11 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

4.12 After one (1) year from the Effective Date, either Party may opt out of the Additional Consumer complaint resolution process for any reason at any time.

4.13 Following the expiration of the one (1) year period, Respondent may request to continue the Additional Consumer complaint resolution process for up to three (3) successive one (1) year periods, upon written notice by Respondent to the Division provided thirty (30) days prior to the expiration of the initial or any subsequent one (1) year period. The Division may decline to grant Respondent's request, at its sole discretion for any reason including, but not limited to, those set forth in Section 4.9.

5. SETTLEMENT PAYMENT

5.1 Respondent agrees to pay the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00) to the Division ("Settlement Payment"). The Settlement Payment shall be comprised of civil penalties, pursuant to N.J.S.A. 56:8-13, consumer restitution, reimbursement of investigative costs and attorneys' fees, pursuant to N.J.S.A. 56:8-8, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-11.

5.2 Based upon Respondent's prior representations as to its financial status, the Division agrees to suspend a portion of the Settlement Payment totaling Forty Eight Thousand Eight Hundred Forty Four Dollars and 69/100 (\$48,844.69) ("Suspended Payment") subject to the conditions set for in Sections 5.3 through 5.7.

5.3. On or before the Effective Date, Respondent shall pay One Thousand One Hundred Fifty-Five and 31/100 Dollars (\$1,155.31) of the Settlement Payment, which comprises consumer restitution pursuant to N.J.S.A. 56:8-8.

5.4 The payment referenced in Section 5.3 shall be made by certified cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Cathleen O'Donnell
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

5.5 Upon making the payment referenced in Section 5.3, Respondent shall immediately be fully divested of any interest in, or ownership of, the monies paid, and all interest in the monies, and any subsequent interest or income derived therefrom shall inure entirely to the benefit of the Division pursuant to the terms herein.

5.6 For a period of eighteen (18) months following the Effective Date, Respondent shall send to the Division tax returns, balance and income statements and/or other appropriate financial information semi-annually, beginning three (3) months after the Effective Date. Such information shall be regularly kept by the company, with a certification from an appropriate official of the

company that the information is accurate and complete. The Division reserves the right to request such reasonable additional material as may be required to establish the financial status of the company.

5.7 If after submission and review of the updated financial information furnished pursuant to section 5.6, the Division determines that Respondent has demonstrated a financial ability to pay all or a part of the Suspended Payment, the Division shall provide notice to Respondent c/o John Babarula, Esq., 23 Professional Bldg, 1242 Route 23 North, Butler, New Jersey 07405. Within fifteen (15) days of such notice, Respondent shall make the requested Suspended Payment, or provide further proof of a financial inability to make the Suspended Payment.

5.8 The Suspended Payment shall be automatically vacated at the end of two (2) years from the Effective Date, provided:

- (a) Respondent complies with the restraints and conditions set forth in this Consent Order; and
- (b) Respondent does not engage in any acts or practices in violation of the CFA and/or the Advertising Regulations;
- (c) Respondent pays the sum of One Thousand One Hundred Fifty-Five and 31/100 Dollars in the manner required under Section 5.3; and
- (d) Respondent does not fail to disclose any material asset or source of income, does not materially misrepresent the value of any asset or source of income, and/or does not make any other material misrepresentation in or omission from the financial information that is supplied to the Division.

5.9 In the event Respondent fails to comply with Section 5.8, the entire Suspended Payment shall be immediately due and payable upon written notice by the Division. In any such notice, the Division shall provide Respondent with the specific details for the alleged noncompliance and Respondent shall be afforded a five (5) day period within which to cure any such

noncompliance. In the event of Respondent's failure to cure any such noncompliance, the Division may move on short notice or by Order to Show Cause to have a Judgment entered for the Suspended Payment.

6. GENERAL PROVISIONS

6.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

6.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

6.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

6.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

6.7 This Consent Order shall be binding upon Respondent as well as its principals, officers, directors, agents, employees, successors and assigns, and any Person through which it may

now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

6.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

6.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondent; or (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Advertising Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act.

6.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7. REPRESENTATIONS AND WARRANTIES

7.1 Respondent Represents and warrants that it no longer offers an Auto-Ship Program on the L'Avenir Website for any of the L'Avenir Products.

8. RELEASE

8.1 In consideration of the injunctive relief, Settlement Payment, undertakings, mutual promises and obligations provided for in this Consent Order, the Division hereby agrees to release Respondent from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondent for violations of the CFA and/or the Advertising Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (the "Released Claims").

8.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

9. PENALTIES FOR FAILURE TO COMPLY

9.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

9.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

10. FUTURE BUSINESS OWNED AND/OR OPERATED BY RESPONDENT

10.1 For a period of one (1) year from the Effective Date, Respondent shall provide the Division with written notification of any proposed change in Respondent's business status including, but not limited to, creation, purchase, dissolution, merger, assignment, bankruptcy filing or sale. Respondent shall also notify the Division in writing of subsequent plans to open a new business which Advertises and sells Merchandise to Consumers including: (a) name and address of the business; (b) the telephone and facsimile numbers; (c) the email and website addresses; (d) the nature of the business; and (e) all individuals with an ownership interest in the business.

11. COMPLIANCE WITH ALL LAWS

11.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

12. NOTICES UNDER THIS CONSENT ORDER

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that

provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Cathleen O'Donnell
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondent:

John Barbarula, Esq.
23 Professional Bldg.
1242 Route 23 North
Butler, New Jersey 07405

IT IS ON THE 20th DAY OF April, 2010 SO ORDERED.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: 

SHARON M. JOYCE, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: Jennifer Dougherty
~~Cathleen O'Donnell~~ Jennifer Dougherty
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-4584

Dated: 4-19, 2010

FOR THE RESPONDENT:

JOHN BARBARULA, ESQ.

By: [Signature]
John Barbarula, Esq.
23 Professional Bldg.
1242 Route 23 North
Butler, New Jersey 07405
(973) 492-1190

Dated: 4-15, 2010

L'AVENIR, LLC

By: [Signature]
Michael Marenick
President
L'Avenir, LLC
1275 Bloomfield Avenue
Fairfield, New Jersey 07004

Dated: 4-13-, 2010